

227



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Stephen P. Lee, Deputy County Attorney *[Signature]*

FROM: Lynn Vouis, Assistant County Attorney *[Signature]*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *[Signature]*
 Kathleen Myer, Principle Engineer/Engineering Division *[Signature]*

DATE: August 22, 2003

SUBJECT: Purchase Agreement Settlement Authorization
 East Lake Mary Boulevard, Phase IIB
 Parcel Nos. 209/709/809
 Owners: W. Blake Sawyers and Joyce Sawyers

This Memorandum requests purchase agreement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 209/709/809 on the East Lake Mary Boulevard, Phase IIB road improvement project for \$39,500.00, inclusive of attorney's fees and costs.

I THE PROPERTY

A. Location Data

The property is located on the north side of an unpaved 20 foot wide ingress/egress (known as Chickasaw Drive) adjacent to unpaved Sand Dollar Road. The property is vacant acreage with a future land use of industrial.

- (1) Location map (Exhibit A)
- (2) Sketch (Exhibit B); and
- (3) Purchase Agreement (Exhibit C)

B. Address

4030 Chickasaw Drive
Sanford, FL 32773

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003 for the East Lake Mary Boulevard, Phase IIB road improvement project, authorizing the acquisition of the above-referenced property, and finding that the construction of the East Lake Mary Boulevard, Phase IIB road improvement project is necessary and serves a county and public purpose and is in the best interest of the citizens of Seminole County.

III ACQUISITION/REMAINDER

Parcel No. 209 is a fee simple acquisition of 17,501 square feet from the 9.7002 acre parent tract. Parcel No. 809 is a 15,788 square foot permanent drainage easement. Parcel No. 709 is a 377 square foot temporary construction easement. The remainder is 9.2985 acres.

IV APPRAISED VALUE

The County's appraised value for the fee simple acquisition is \$9,300.00, for the permanent drainage easement is \$8,300.00, and \$100.00 for the temporary construction easement, for a total of \$17,700.00.

V BINDING OFFERS/NEGOTIATIONS

The County extended a BCC approved settlement offer proposal to the property owners in the amount of \$20,000.00. The owners retained Attorney William Reischmann of Stenstrom, McIntosh, Colbert, Whigham, Reischmann & Partlow, P.A., who originally made a \$35,000.00 counteroffer, which included attorney's fees and costs. This offer also would have required the County to put up fence along the south property line of the parcel, which the County would otherwise not be required to do. County staff countered that they would accept the \$35,000.00 counteroffer, as long as it did not include any additional fencing. The property owners then countered at \$41,000.00, inclusive. Through negotiations, the parties reached the proposed settlement amount of \$39,500.00, inclusive of all attorney's fees and costs.

The Sawyers have consistently stated they believe their property is worth more than the County's appraised value, and that they were not adequately compensated for the replacement fencing. Their attorney stated in a letter to the County that they were "directed by the Sawyers" to retain an appraiser to refute the County's land sales, but were willing to not hire an appraiser or any other experts if settlement was reached quickly. It makes sense from a cost avoidance standpoint for the County to accept the proposed settlement, since the cost of an owner's appraisal and the County's updated appraisal could easily be \$10,000.00.

VII RECOMMENDATION

County staff recommends that the BCC approve and execute the Purchase Agreement in the amount of \$39,500.00, inclusive of attorney's fees and costs.

LV/la

Attachments:

Location map (Exhibit A)

Sketch (Exhibit B); and

Purchase Agreement (Exhibit C)

P:\USERS\CALV01\SETTLEMENT MEMOS\ELMB\AGENDA ITEM ELMB IIB SAWYER P209 709 809.DOC

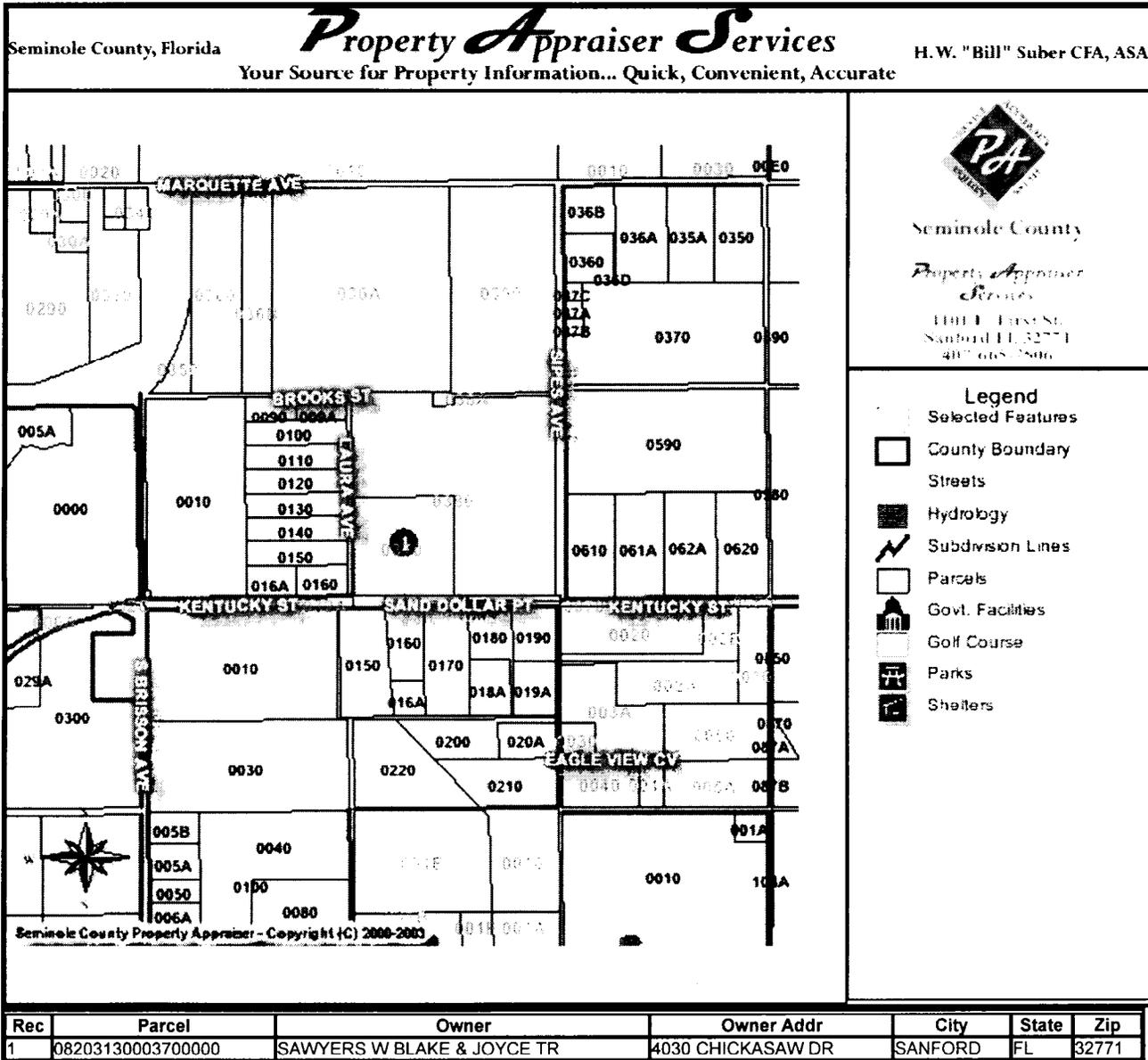


EXHIBIT A

EAST LAKE MARY BOULEVARD EXT. ION
 SEMINOLE COUNTY, FLORIDA
 PARCEL 209 - SKETCH OF PARCEL
 AREA OF PARENT TRACT = 9.7002 ACRES
 AREA OF TAKING 209 = 17,501.2 S/F
 AREA OF TAKING 709 = 377.1 S/F
 AREA OF TAKING 809 = 15,788.7 S/F
 AREA OF REMAINDER = 3.2985 ACRES

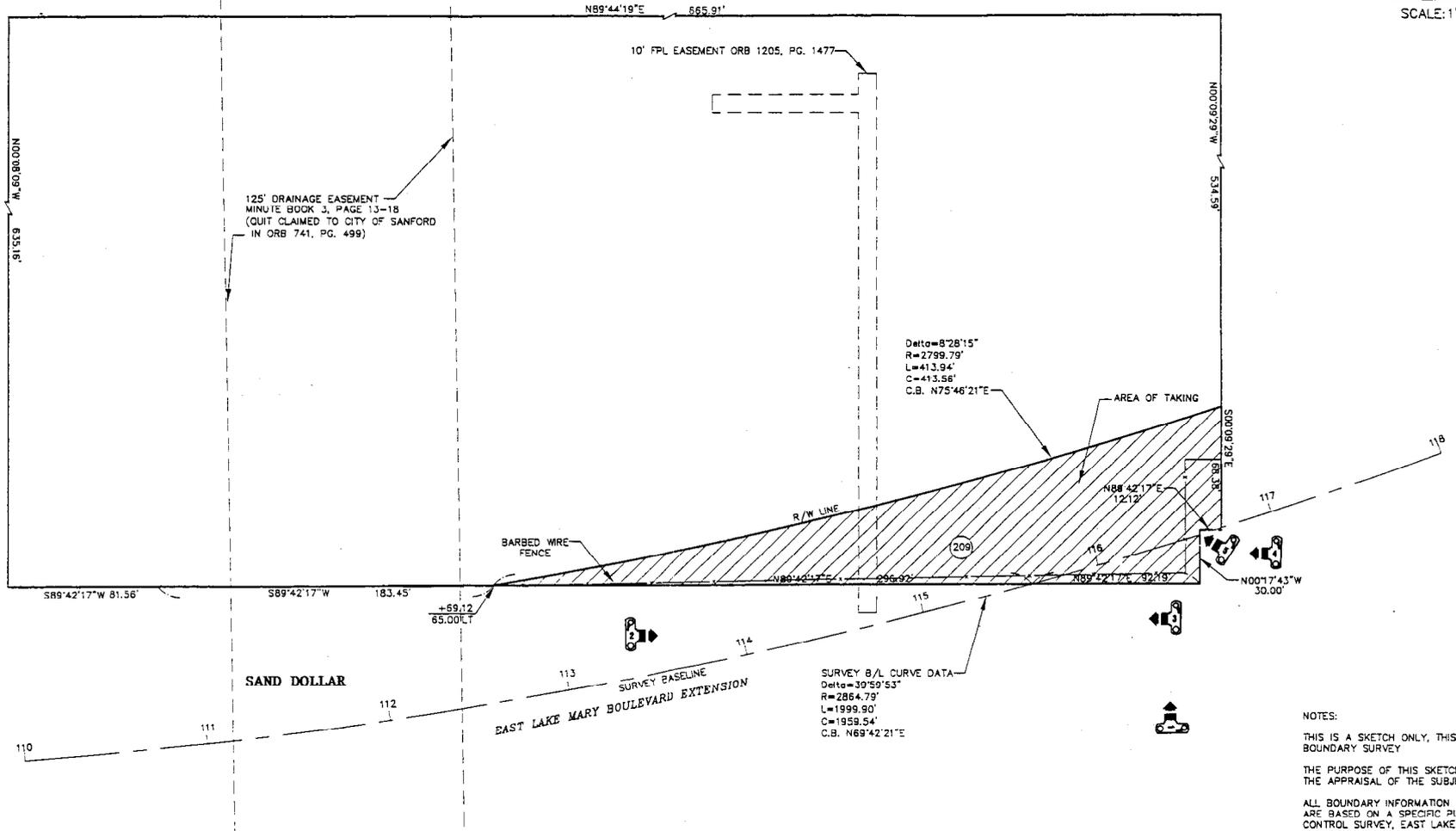


0 30 60
 SCALE: 1"=60'

LEGEND

- UTILITY POLE AND GUY ANCHOR
 - PP POWER POLE
 - SIGN
 - W.M. WATER METER
 - R/W RIGHT OF WAY
 - BROKEN SCALE
 - EOP EDGE OF PAVEMENT
 - FN&C FOUND NAIL AND CAP
 - SBP BACKFLOW PREVENTER
 - WATER VALVE
 - D/W DRIVEWAY
 - MES MITERED END SECTION
 - LANDSCAPED AREA
 - SV SEWER FORCEMAIN VALVE
 - CO SEWER CLEAN OUT
 - FIRE HYDRANT
 - LP LIGHT POLE
 - PB PULL BOX
 - S.W. SIDEWALK
 - SSP SIGNAL SPAN POLE
 - TP TELEPHONE POLE
 - OT OVERHEAD TELEPHONE
 - SRVC TRAFFIC SERVICE CABINET
 - MHD DRAINAGE MANHOLE
 - MHS SANITARY SEWER MANHOLE
 - MW MONITORING WELL
 - SPRINKLER HEAD
 - ELEO ELECTRIC OUTLET
 - SHP SHARED UTILITY POLE
- L
A
U
R
A
S
T
R
E
E

EXHIBIT B



NOTES:
 THIS IS A SKETCH ONLY, THIS IS NOT A BOUNDARY SURVEY
 THE PURPOSE OF THIS SKETCH IS TO AID IN THE APPRAISAL OF THE SUBJECT PARCEL
 ALL BOUNDARY INFORMATION AND CALCULATIONS ARE BASED ON A SPECIFIC PURPOSE MAP AND CONTROL SURVEY, EAST LAKE MARY BOULEVARD EXTENSION, FROM OHIO AVENUE TO SILVER LA DRIVE, COUNTY PROJECT: PS-0137

KEY	DATE	REVISIONS	SKETCH DATE	FIELD BOOK/PAGE	PROJECT	CLIENT
			2016/02	N/A	EAST LAKE MARY BOULEVARD EXTENSION - SEMINOLE COUNTY - PARCEL 209	THE SPIVEY GROUP, INC.
					SKETCH OF PARENT TRACT & AREA OF TAKING	JOB NO. TSG02209
						SHEET NO. 2 of 2

CORNERSTONE
 LAND SURVEYING, INC.

OFFICE ADDRESS: 715 N. CALHOUN ST., STE. 100 TALLAHASSEE, FLORIDA 32303
 PHONE: (850) 866-7330 MOBILE: (850) 933-7115 FAX: (850) 894-9893

**PURCHASE AGREEMENT
FEE SIMPLE, TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 11th day of August, 2003, by and between W. BLAKE SAWYERS AND JOYCE SAWYERS, ~~not~~ individually but solely as Co-Trustees under the unrecorded W. Blake Sawyers Trust, dated October 22, 1992, as the same may be from time to time amended (the "Trust"), pursuant to, and with all of the powers and authority under and by virtue of 689.071, Florida Statutes, whose address is 4030 Chickasaw Drive, Sanford, Florida 32771, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for a road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and convey and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibits "A"

Parcel I.D. Number: 08-20-31-300-0370-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey Parcel No. 209 of the above referenced project by Warranty Deed, Parcel No. 809 by Permanent Easement, free of liens and encumbrances; and Parcel No. 709 by Temporary Construction Easement unto COUNTY for the sum of THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500.00) The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from the start date of construction on Parcel No. 709.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed, Permanent Easement, and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, cost to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II., above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) OWNER represents and warrants that the properties are not now being used and have not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater and is not now being used and has not been used in the past as a hazardous or toxic chemical storage facility or dumpsite. OWNER further

represents and warrants that the property is not now being used and has not been used in the past as a garbage dump or landfill area.

(f) OWNER represents and warrants that the properties are not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions, since OWNER took title.

(g) COUNTY shall have the right, prior to each closing, to come upon the Parcel(s) at reasonable times with its employees, engineers and other personnel to inspect and conduct testing upon the property. If COUNTY determines that the Parcel contains any toxic waste or chemical contamination, or has been used as a hazardous waste or chemical storage facility or dumpsite or as a garbage dump or landfill site. COUNTY may elect to cancel this Purchase Agreement and have all sums paid hereunder returned to it. This Purchase Agreement is specifically made contingent upon the respective Parcel being free of contamination and as represented above.

(h) OWNER shall indemnify, reimburse, defend and hold harmless the COUNTY from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon COUNTY, arising out of or as a consequence of the use of the properties by OWNER (or any prior owner or operator) as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the properties by OWNER or any prior owner or operator as a garbage dump or landfill. In addition, the OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(i) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(j) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(k) The OWNER shall fully comply with *Section 286.23, Florida Statutes*, to the extent that said statute is applicable.

(l) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(m) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(n) As part of the consideration for this Purchase Agreement, OWNER hereby grants to COUNTY, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described in Exhibit A to this Agreement. The right of entry shall commence ninety (90) days after the execution of this Agreement by COUNTY, and shall continue until closing occurs, or if closing cannot occur, until the condemnation proceedings to acquire the property have been completed. Aside from this Agreement, no further notification of COUNTY's intent to enter the property is required. This right of entry is for the purpose of construction of the East Lake Mary Boulevard, Phase II-B road improvement project and so that the COUNTY's construction schedule can be maintained notwithstanding issues which may delay closing in a timely manner. OWNER will not receive from COUNTY any additional compensation beyond that set forth in this Purchase Agreement during the period of time the COUNTY occupies the above described property for the purpose set forth above for the right to enter and possess the property before conveyance of title.

(o) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(p) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

William R Woodley
SIGNATURE

William R Woodley
PRINT NAME

Melanie R Kelly
SIGNATURE

MELANIE R KELLY
PRINT NAME

W. Blake Sawyers
W. BLAKE SAWYERS, Co-Trustee

Joyce Sawyers
JOYCE SAWYERS, Co-Trustee

ADDRESS: 4030 Chickasaw Drive
Sanford, Florida 32771

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2003, regular meeting

[Signature]
County Attorney

EXHIBIT "A"

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2564, PAGE 907 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 31 EAST; ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST, AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 0055988; THENCE RUN N89°42'17"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 1798.12 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF EAST LAKE MARY BOULEVARD EXTENSION ACCORDING TO SEMINOLE COUNTY RIGHT-OF-WAY MAP, PROJECT NUMBER PS-0137; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2864.79 FEET AND A CHORD BEARING OF N75°08'18"E; THENCE FROM A RADIAL BEARING OF S13°52'03"E, RUN ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE OF SURVEY A DISTANCE OF 99.41 FEET THROUGH A CENTRAL ANGLE OF 01°59'17" TO A POINT ON A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 FOR A POINT OF BEGINNING; THENCE DEPARTING SAID CURVE AND SAID CENTERLINE OF SURVEY FROM A RADIAL BEARING OF S15°51'20"E, RUN S89°42'17"W A DISTANCE OF 296.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2799.79 FEET AND A CHORD BEARING OF N75°46'21"E; THENCE FROM A RADIAL BEARING OF S09°59'31"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 413.94 FEET THROUGH A CENTRAL ANGLE OF 08°28'16" TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S18°27'47"E, RUN S00°09'29"E ALONG SAID EAST LINE A DISTANCE OF 68.38 FEET TO A POINT ON AFORESAID CENTERLINE OF SURVEY; THENCE CONTINUE S00°09'29"E A DISTANCE OF 1.20 FEET TO A POINT ON A LINE 55.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE RUN S89°42'17"W ALONG SAID PARALLEL LINE A DISTANCE OF 3.74 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE CONTINUE S89°42'17"W ALONG SAID PARALLEL LINE A DISTANCE OF 8.38 FEET; THENCE RUN S00°17'43"E A DISTANCE OF 2.65 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE CONTINUE S00°17'43"E A DISTANCE OF 27.35 FEET TO A POINT ON A LINE 25.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE RUN S89°42'17"W ALONG SAID PARALLEL LINE A DISTANCE OF 92.19 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 17,501 SQUARE FEET, MORE OR LESS.

SUBJECT TO A 10.00 FOOT WIDE FLORIDA POWER EASEMENT RECORDED IN OFFICIAL RECORD BOOK 1205, PAGE 1477 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SUBJECT TO A 125.00 FOOT WIDE CITY OF SANFORD DRAINAGE EASEMENT RECORDED IN THE QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 142, PAGE 257 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA;

EXHIBIT "A"

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2564, PAGE 907 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 31 EAST; ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST, AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 0055988; THENCE RUN N89°42'17"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 1798.12 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF EAST LAKE MARY BOULEVARD EXTENSION ACCORDING TO SEMINOLE COUNTY RIGHT-OF-WAY MAP, PROJECT NUMBER PS-0137; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2864.79 FEET AND A CHORD BEARING OF N74°02'58"E; THENCE FROM A RADIAL BEARING OF S13°52'03"E, RUN ALONG THE ARC OF SAID CURVE AND SAID CENTERLINE OF SURVEY A DISTANCE OF 208.29 FEET THROUGH A CENTRAL ANGLE OF 04°09'57" TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8 THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S18°02'00"E, RUN N00°09'29"W ALONG SAID EAST LINE A DISTANCE OF 94.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2774.79 FEET AND A CHORD BEARING OF S71°29'18"W; THENCE FROM A RADIAL BEARING OF N18°38'02"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 11.83 FEET THROUGH A CENTRAL ANGLE OF 00°14'39" FOR A POINT OF BEGINNING; THENCE FROM A RADIAL BEARING OF N18°23'22"W, CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 2774.79 FEET AND A CHORD BEARING OF S72°00'02"W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.77 FEET THROUGH A CENTRAL ANGLE OF 00°46'48"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N17°36'34"W, RUN N17°36'34"W A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2764.79 FEET AND A CHORD BEARING OF N72°00'02"E; THENCE FROM A RADIAL BEARING OF S17°36'34"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.64 FEET THROUGH A CENTRAL ANGLE OF 00°46'48"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S18°23'22"E, RUN S18°23'22"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING THEREIN 377 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2564, PAGE 907 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 31 EAST; ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 31 EAST, AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 0055988; THENCE RUN N89°42'17"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8 A DISTANCE OF 1798.12 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF EAST LAKE MARY BOULEVARD EXTENSION ACCORDING TO SEMINOLE COUNTY RIGHT-OF-WAY MAP, PROJECT NUMBER PS-0137; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2864.79 FEET AND A CHORD BEARING OF N75°08'18"E; THENCE FROM A RADIAL BEARING OF S13°52'03"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 99.41 FEET THROUGH A CENTRAL ANGLE OF 01°59'17" TO A POINT ON A LINE 25.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S15°51'20"E, RUN S89°42'17"W ALONG SAID PARALLEL LINE A DISTANCE OF 296.92 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S89°42'17"W ALONG SAID PARALLEL LINE A DISTANCE OF 183.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2774.79 FEET AND A CHORD BEARING OF N83°31'03"E; THENCE DEPARTING SAID PARALLEL LINE FROM A RADIAL BEARING OF S06°15'20"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.99 FEET THROUGH A CENTRAL ANGLE OF 00°27'14"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S06°42'34"E; THENCE RUN N06°42'34"W A DISTANCE OF 20.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2754.79 FEET AND A CHORD BEARING OF N81°34'50"E; THENCE FROM A RADIAL BEARING OF S06°42'34"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 164.43 FEET THROUGH A CENTRAL ANGLE OF 03°25'12"; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S10°07'46"E, RUN S10°07'46"E A DISTANCE OF 20.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2774.79 FEET AND A CHORD BEARING OF N75°37'06"E; THENCE FROM A RADIAL BEARING OF S10°07'46"E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 411.86 FEET THROUGH A CENTRAL ANGLE OF 08°30'15" TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF S18°38'02"E; THENCE RUN S00°09'29"E A DISTANCE OF 26.35 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2799.79 FEET AND A CHORD BEARING OF S75°46'21"W; THENCE FROM A RADIAL BEARING OF N18°27'47"W, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 413.94 FEET THROUGH A CENTRAL ANGLE OF 08°28'16" TO THE POINT OF BEGINNING.

CONTAINING THEREIN 15,788 SQUARE FEET, MORE OR LESS.